STATE PURCHASING DIVISION OF THE GENERAL SERVICES DEPARTMENT AND NEW MEXICO ENVIRONMENT DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

New Mexico Clean Diesel Program DERA Grant Funding Opportunity



RFP# 60-667-15-26724

Issuance Date: February 25, 2016

Proposals Due Date: April 18, 2016

GSD/SPD Version 1.0 2014-11

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Environment Department (NMED) is soliciting proposals for projects that reduce emissions from heavy-duty diesel-fueled vehicles. Potential projects may include, but are not limited to: idle reduction technologies, aerodynamic technologies, and the retrofit or replacement of diesel vehicles and equipment throughout the state. Eligible vehicles may include school buses and municipal fleets (city buses, refuse vehicles, etc.), commercial transportation vehicles (trucks, etc.) and non-road equipment (agricultural and construction machinery, boats, etc.). The grant funds will be used for the purchase and installation of U.S. Environmental Protection Agency (EPA) or California Air Resources Board (CARB) verified crankcase ventilation systems, diesel oxidation catalysts, vehicle replacements and other certified/verified clean diesel or fuel efficiency technologies. While projects from the entire state will be accepted, special consideration will be given to projects near and adjacent to non-attainment areas, Class I areas, areas subject to a high volume of diesel-fueled vehicles, and economically disproportionate areas. Priority will be given to projects which will result in a decrease in diesel emissions from school buses.

B. BACKGROUND INFORMATION

The total funding for this competitive opportunity is \$188,602. The NMED will award grant agreements for projects resulting from this announcement. The actual number of awards is variable and will depend on the number and type of applications received, as well as available funding.

C. SCOPE OF PROCUREMENT

The date of completion for the projects under this RFP is from the date of award to September 30, 2016. The selected awardee(s) must take delivery of all purchased vehicles or equipment, complete installation of diesel emission reduction or idle reduction equipment, complete project verification documentation, and submit all documents for reimbursement by the date of completion. This RFP may result in a multiple source awards.

Under this solicitation state agencies, tribal agencies, nonprofit organizations, school districts, municipalities, metropolitan planning organizations (MPOs), cities, counties and private businesses are all eligible entities under this assistance agreement program.

D. PROCUREMENT MANAGER

1. The New Mexico Environment Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Rita Bates, Procurement Manager Address: 525 Camino de los Marquez, Suite 1 Santa Fe, New Mexico 87505

Telephone: (505) 476-4304 Fax: (505) 476-4375

Email: rita.bates@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows (except for electronic submissions through SPD's electronic procurement system eProNM):

Name: Rita Bates c/o Travis Dutton

Reference RFP Name: New Mexico Clean Diesel Program

DERA Grant Funding Opportunity

RFP # 16 667 15 26724 New Mexico Clean Diesel

Address: State Purchasing Division

1100 St. Francis Dr. Room 2016 Santa Fe, New Mexico 87505

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. Protests of the solicitation or award must be delivered by mail to Travis Dutton. As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

"Agency" means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

(Ensure definition is appropriately placed in sample contract pro-forma as required).

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.

"Award" means the final execution of the contract document.

"Business Hours" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

- "Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
- "Confidential" means confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.
- "Contract" means any agreement for the procurement of items of tangible personal property, services or construction.
- "Contractor" means any business having a contract with a state agency or local public body.
- "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- "Desirable" the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
- "Electronic Version/Copy" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.
- "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.
- **"Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.
- "Finalist" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
- "Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
- "IT" means Information Technology.
- "Mandatory" the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

- "Minor Technical Irregularities" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
- "Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
- "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
- "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- "**Procurement Manager**" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
- "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
- "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
- "Redacted" means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.
- "Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- "Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
- "Responsive Offer" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
- "Sealed" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been

damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

"SPD" means State Purchasing Division of the New Mexico State General Services Department.

"**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

"State (the State)" means the State of New Mexico.

"State Agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

"State Purchasing Agent" means the director of the purchasing division of the general services department.

"Statement of Concurrence" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable" etc.)

"Unredacted" means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

"Written" means typewritten on standard $8 \frac{1}{2} \times 11$ inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions: http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

https://www.env.nm.gov/aqb/NMCleanDieselProgram.htm

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates Sample Time
		Frames
1. Issue RFP	SPD	February 25, 2016
2. Distribution List	NMED	March 7, 2016
3. Deadline to submit	Potential Offerors	March 14, 2016
Questions		
4. Response to Written	Procurement Manager	March 28, 2016
Questions		
5. Submission of	Potential Offerors	April 18, 2016
Proposal		
6. Proposal Evaluation	Evaluation Committee	April 18, 2016 through April 22, 2016
7. Selection of Finalists	Evaluation Committee	April 25, 2016
8. Finalize Contractual	Agency/Finalist	April 26, 2016
Agreements	Offerors	
9. Contract Awards	Agency/ Finalist	April 29, 2016
	Offerors	
10. Protest Deadline	SPD	+15 Days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Environment Department per sequence of events.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the

organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT per sequence of events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM Mountain Standard Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME per sequence of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the New Mexico Clean Diesel Program DERA Grant Funding Opportunity RFP 60-667-15-26724. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for

Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the New Mexico Environment Department, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to

have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Lawrence Maxwell, State Purchasing Agent State Purchasing Division 1100 St. Francis Dr. Room 2016 Santa Fe, New Mexico 87505

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract APPENDIX C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

20. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

24. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs RFPs and Bid Tabulation.aspx.

27. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant

Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

29. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX J which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- 1. Identify the submitting business entity.
- 2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- 3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- 4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- 5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- 6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- 7. Identify the following with a check mark and signature where required:
 - a. <u>Explicitly</u> indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. Explicitly indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
- 8. Be signed by the person identified in para 2 above.

30. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting,

- Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and

- required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

- 1. **Proposals** One (1) ORIGINAL, four (4) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - ➤ Proposals containing confidential information <u>must</u> be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file

The electronic version/copy of the proposal <u>must</u> mirror the physical binders submitted (i.e. One (1) unredacted cd/usb, one (1) redacted cd/usb). The electronic version can NOT be emailed.

2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Response Format and Organization, may be deemed non-responsive and rejected on that basis.

OR IN THE ALTERNATIVE TO THE SUBMISSION FORMAT AND REQUIREMENTS OF SECTION III.B.1:

2. Electronic Responses (SPD's E-procurement System eProNM)

If the proposal is submitted through State Purchasing's electronic procurement system, the Offeror need only submit a single electronic copy of each portion of the proposal, outlined

below. Please separate the proposal as described below into separate "envelopes" (files) for your submission.

Each "envelope" (file) location for each portion as outlined in Section III.C Proposal Format of the RFP will be specified in the upload section of the Offeror's electronic submission. If you submit your response through our electronic procurement system, submit only one hard copy of your proposal to the physical address indicated in Section I.D.

- 1. **Proposals** One (1) electronic upload and one (1) ORIGINAL hard copy (submitted to the physical address indicated in Section I.D) must be submitted in the sequence described in Section III. C.1. All information for the technical proposal must be combined into a single file/document for uploading
 - Proposals containing confidential information <u>must</u> be submitted as two separate files:
 - Unredacted version for evaluation purposes.
 - Upload unredacted version in "<u>Unredacted Technical Proposal</u> <u>Envelope 1.1</u>"
 - **Redacted** version (information blacked out and not omitted or removed) for the public file.
 - Upload redacted version in "<u>Redacted Technical Proposal Envelope</u> <u>1.3</u>"

For technical support issues contact (505) 827-0467 or (505) 827-0472 or GSD.SPDeProcurement@state.nm.us

Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Response Format and Organization may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via eProNM:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal (Appendix J)
- B. Signed Campaign Contribution Form (Appendix B)
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Specifications
 - 1. Technical Specifications
 - 2. New Mexico Preferences (If applicable)
 - 3. Vehicle Replacement Schedule (Appendix G)
 - 4. Grant Application (Appendix D)
 - 5. Fleet Information Spreadsheet (Appendix E)
 - 6. Early Vehicle Information Sheet (Appendix F)
 - 7. Acknowledgement for the Use of Funds Restrictions (Appendix H)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

A proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors are required to fill out all sections of the RFP application, the Fleet Information Spreadsheet and where appropriate, respond in the form of a thorough narrative where required The Offer agrees to meet all the criteria, for proposed projects, as outlined in Section IV.A. The application, including required supporting materials will be evaluated and awarded points accordingly.

In the event that a project is selected that may deviate from the Scope of Work as outlined in Section IV.A, prior to the state of the project the Department must request a waiver from the U.S. Environmental Protection Agency.

A. DETAILED SCOPE OF WORK

New Mexico Clean Diesel Program DERA FY-14 Grant Funding Opportunity

- **1. Available Funding:** The New Mexico Environment Department (Department) will award a total of \$188,602 to the selected diesel emissions reduction project(s).
- 2. The project period will run from the date of award to September 30, 2016.
- **3. Eligible Entities:** Under this solicitation state agencies, tribal agencies, nonprofit organizations, school districts, municipalities, metropolitan planning organizations (MPOs), cities, counties and private businesses are all eligible entities under this assistance agreement program.
- **4. Scope of Work:** A single proposal may target a single vehicle, a fleet or multiple fleets.
- **5.** Eligible Diesel Vehicles, Engines and Equipment: Projects may include, but are not limited to diesel emission reduction solutions from the following heavy-duty diesel emission source types:
 - a. Buses 1,2 ;
 - b. Medium-duty or heavy-duty trucks³;
 - c. Locomotives; and
 - d. Non-road engines, equipment or vehicles used in:
 - i. Construction;
 - ii. Handling of cargo (including at a port or airport);
 - iii. Agriculture;
 - iv. Mining; or
 - v. Energy production (including stationary generators and pumps).
- **6.** Eligible Diesel Emission Reduction Solutions: Projects must include one or more of the following diesel emission reduction solutions that utilize a certified engine configuration and/or a verified technology.

A "retrofit" project is defined broadly to include any technology, device, fuel or system that, when applied to an existing diesel engine, achieves emission reductions beyond what is currently required by EPA regulations at the time of the engine's certification.

Additional information about the diesel emission reduction solutions listed below, as well as technical tips and important points to consider, is available at http://www.epa.gov/cleandiesel/documents/420p11001.pdf.

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¹ For the purposes of this RFP, buses include school buses of Type A, B, C and D. To be eligible as a school bus, a vehicle should meet the definition of a school bus as defined by the National Highway Transportation Safety Administration. This definition includes, but is not limited to: 1) A bus that is used for purposes that included carrying students to and from school or related events on a regular basis; 2) Be identified with the words "School Bus"; and 3) Be painted National School Bus Glossy Yellow.

² For the purposes of this RFP, buses include and medium and heavy-duty transit buses (see footnote #3, below). ³ For the purposes of this RFP, medium heavy-duty and heavy heavy-duty highway vehicles are defined as Class 5 through Class 8: Class 5 (16,001 -19,500 lbs. GVWR); Class 6 (19,501 - 26,000 lbs. GVWR); Class 7 (26,001 - 33,000 lbs. GVWR); Class 8a (33,001 - 60,000 lbs. GVWR); Class 8b (60,001 lbs. GVWR and over).

See Section 6 for additional funding restrictions.

- a. **Exhaust Controls:** Exhaust Controls include pollution control devices installed in the exhaust system (such as oxidation catalysts and particulate matter filters), or systems that include crankcase emission control (such as a closed crankcase filtration system). This funding can cover up to 100% of the cost (labor and equipment) for an eligible verified emission control. The Department suggests that each applicant requesting diesel particulate filters datalog the exhaust temperature of all vehicles to be considered before the application is submitted, so that there is evidence that the fleets can accommodate the technology. A list of eligible, EPA verified exhaust control technologies is available at: http://epa.gov/cleandiesel/verification/verif-list.htm; a list of eligible, California Air Resources Board (CARB) verified exhaust control technologies is available at: http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm.
- b. Engine Upgrades: Generally, an engine upgrade involves the removal of parts on an engine during a rebuild and replacement with parts that cause the engine to represent an engine configuration which is cleaner than the original engine. Some non-road and marine engines are able to be upgraded to reduce their emissions by applying manufacturer upgrades that are retrofits currently verified by EPA or CARB as a package of components demonstrated to achieve specific levels of emission reductions. Some locomotives and marine engines are able to be upgraded through the application of a certified remanufacture system that is used to rebuild the engine to represent a cleaner engine configuration. Engine upgrades may not be available for all engines, and not all upgrades may achieve an emissions benefit. Proposals for upgrades should include a discussion of the availability of engine upgrade kits/systems and indicate the pre- and post-project emission standard levels of the engines in order to demonstrate that the upgrade will result in an emissions benefit.

Funding can cover up to 40% of the cost (labor and equipment) of an eligible non-road or locomotive upgrade; the applicants are responsible for cost-sharing at least 60% of the cost of an eligible engine upgrade. To be eligible for funding, the upgrade must either be a verified retrofit as described above, or a certified remanufacture system that will result in an emissions benefit by rebuilding the engine to a cleaner engine configuration. For an engine to be eligible for an upgrade, the engine must be currently operating and performing its intended function. If a certified remanufacture system for a locomotive includes a full engine replacement, the requirements below in Section 5.f.v (Repower Criteria) will apply.

A list of eligible, EPA verified engine upgrade technologies is available at: http://www.epa.gov/cleandiesel/verification/verif-list.htm. Lists of certified remanufacture systems for locomotives and marine engines, and additional information on remanufacture systems, are available at: http://www.epa.gov/otaq/certdata.htm. Engine upgrades proposed for funding under this category must exist on one of these lists for the specific vehicle/engine application specified in the proposal at the time of proposal submission to the Department. In order to be eligible for funding, the actual engine upgrades used by the grant recipient must be specifically named on EPA's list of certified remanufacture

systems, or EPA or CARB's Verified Exhaust Control Technologies lists at the time of acquisition, and used only for the vehicle/engine applications specified on the lists.

- c. Cleaner Fuels Use: Cleaner fuels include, but are not limited to, biodiesel, diesel emulsions or additives verified by EPA or CARB, compressed natural gas, propane, and other certified alternative fuels. The Department will not fund stand-alone cleaner fuel use. For new or expanded use of a cleaner fuel, this funding can cover the cost differential between the cleaner fuel and conventional diesel fuel if that cleaner fuel is used in combination, and on the same vehicle, with a new eligible verified exhaust control or an eligible clean alternative fuel conversion or an eligible engine upgrade or an eligible certified engine.
- d. **Verified Idle Reduction Technologies:** An idle reduction project is generally defined as the installation of a technology or device that reduces unnecessary idling of diesel vehicles or equipment and/or is designed to provide services (such as heat, air conditioning, and/or electricity) to vehicles and equipment that would otherwise require the operation of the main drive or auxiliary engine(s) while the vehicle is temporarily parked or remains stationary. The reduction in idling will conserve diesel fuel and must also lower emissions.

A list of eligible, EPA verified idle reduction technologies is available at: http://www.epa.gov/smartway/forpartners/technology.htm#tabs-4. The types of idle reduction technologies proposed for funding under this category must exist on this list for the vehicle/engine application specified in the proposal at the time of proposal submission to Department. The technology categories include: auxiliary power units and generator sets, battery air conditioning systems, thermal storage systems, electrified parking spaces (truck stop electrification), fuel operated heaters, shore connection systems and alternative maritime power, shore connection systems for locomotives, and automatic shutdown/start-up systems for locomotives. In order to be eligible for funding, the actual idle reduction technologies used by the grant recipient must be specifically named on EPA's SmartWay Verified Technologies list at the time of acquisition, and used only for the vehicle/engine applications specified on the list.

Please note that technologies for the electrification of engines/vehicles/equipment other than those specifically listed on EPA's SmartWay Verified Technologies list, cannot be considered verified idle reduction technologies, but may be eligible as a Repower (removal of a diesel engine and its replacement with an electric power source, see Section 5.f, below) or a Replacement (replacement of a diesel powered engine/vehicle/equipment with an eligible electric engine/vehicle/equipment, see Section 5.g, below).

i. **Verified Idle Reduction Technologies on Locomotives:** Funding can cover up to 40% of the cost (labor and equipment) of the installation of eligible verified idle reduction technologies on locomotives. The applicants are responsible for cost-sharing at least 60% of the cost of an eligible idle reduction technology on a locomotive.

Note: Projects involving locomotives will not be considered for funding under this RFP if the upgrade/remanufacture proposed for funding is required by EPA's locomotive

and marine rule, "Control of Emissions of Air Pollution from Locomotives and Marine Compression-Ignition Engines Less than 30 liters per Cylinder."

- ii. **Shore Connection Systems and Truck Stop Electrification:** Funding can cover up to 25% of the cost (labor and equipment) of eligible shore connection systems and truck stop electrification/electrified parking space technologies; applicants are responsible for cost-sharing at least 75% of the cost of an eligible shore connection system or truck stop electrification technology.
- iii. All Other Verified Idle Reduction Technologies: The Department will not fund stand-alone idle reduction technologies, except for use on locomotives, shore connection systems, or truck stop electrification technologies, as discussed above. This funding can cover up to 100% of the cost (labor and equipment) for all other eligible, verified idle reduction technologies, only if the technology is combined on the same vehicle with a new eligible verified exhaust control funded under this RFP, as described in Section 5.a. For this RFP, auxiliary power units (APUs) and generators are not eligible for vehicles with 2007 model year or newer certified engine configurations on long haul Class 8 vehicles. Please note that APUs and generators are eligible for installation on long haul Class 8 vehicles with 2006 model year and earlier certified engine configurations.
- e. Verified Aerodynamic Technologies and Verified Low Rolling Resistance Tires: To improve fuel efficiency, long haul Class 8 trucks can be retrofitted with aerodynamic trailer fairings or the fairings can be provided as new equipment options. Certain tire models can provide a reduction in NO_x emissions and fuel savings, relative to the "standard" new tires for long haul Class 8 trucks, when used on all axles.

A list of eligible, EPA verified aerodynamic technologies is available at: http://www.epa.gov/smartway/forpartners/technology.htm#tabs-2, and includes: gap fairings that reduce the gap between the tractor and the trailer to reduce turbulence; trailer side skirts that minimize wind under the trailer; and trailer rear fairings that reduce turbulence and pressure drop at the rear of the trailer.

A list of EPA verified low rolling resistance tires is available at: http://www.epa.gov/smartway/forpartners/technology.htm#tabs-3, and includes both dual tires and single wide tires (single wide tires replace the double tire on each end of a drive or trailer axle, in effect turning an "18" wheeler into a "10" wheeler). Low rolling resistance tires can be used with lower-weight aluminum wheels to further improve fuel savings; however, aluminum wheels are not eligible for funding under this RFP.

The types of aerodynamic technologies and low rolling resistance tires proposed for funding under this category must exist on EPA's SmartWay Verified Technologies list for the vehicle/engine application specified in the proposal at the time of proposal submission to the Department. In order to be eligible for funding, the actual technologies/tires used by the grant recipient must be specifically named on EPA's SmartWay Verified Technologies

list at the time of acquisition, and used only for the vehicle/engine applications specified on the list.

The Department will not fund stand-alone aerodynamic technologies or low rolling resistance tires. This funding, however, can cover up to 100% of the cost (labor and equipment) for verified aerodynamic technologies or verified low rolling resistance tires installed on long haul Class 8 trucks, if combined on the same vehicle with the new installation of one or more of the Verified Exhaust Controls funded under this RFP, as described in Section 5.a.

Note: Low rolling resistance tires are not eligible for funding where these types of tires have already been installed on the truck.

f. Vehicle and Equipment Replacements and Certified Engine Repowers: Non-road and highway diesel vehicles and equipment can be replaced under this program with newer, cleaner vehicles and equipment that operate on diesel or alternative fuels and use engines certified by EPA and, if applicable, CARB to meet a more stringent set of engine emission standards. Replacement projects can include the replacement of diesel vehicles/equipment with newer, cleaner diesel, electric (battery or fuel cell⁴), hybrid or alternative fuel vehicles/equipment. All-electric (i.e., zero emission) vehicles and equipment do not require EPA or CARB certification. Marine vessels and locomotives are not eligible for full replacement.

"Repower" refers to replacing an existing engine with a newer, cleaner engine that is certified to a more stringent set of engine emission standards. Repower includes, but is not limited to, diesel engine replacement with an engine certified for use with a clean alternative fuel, diesel engine replacement with an electric power source (battery or fuel cell⁵), and/or the replacement of a non-road engine with a highway engine. Proposals for repowers should include the pre- and post-project standard emission levels of the engines to be repowered, in order to ensure that the repower will result in a net emissions reduction. This funding can cover up to 40% of the cost (labor and equipment) of an eligible engine repower; applicants are responsible for cost-sharing at least 60% of the cost of an eligible engine repower. All-electric (i.e., zero emission) repowers do not require EPA or CARB certification.

i. **Non-road Diesel Vehicles and Equipment:** This funding can cover the incremental cost of a newer, cleaner vehicle or piece of equipment powered by a 2013 model year or newer certified non-road engine, up to 25% of the cost of an eligible replacement vehicle/equipment; applicants are responsible for cost-sharing at least 75% of the cost of an eligible replacement vehicle or piece of equipment. Non-road engine emission

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⁴ Hydrogen fuel cell vehicles and equipment are only eligible as replacements for eligible medium and heavy-duty urban transit buses as defined in the RFP, eligible drayage trucks as defined in this RFP, and eligible forklifts with the newer, cleaner engine, subject to the cost-share requirement defined above.

⁵ Hydrogen fuel cells are only eligible for repowers for eligible medium and heavy-duty urban transit buses as defined in the RFP and eligible drayage trucks as defined in this RFP.

standards are on EPA's website at: http://www.epa.gov/otaq/standards/Non-road/index.htm.

- ii. **Highway Diesel Vehicles:** This funding can cover the incremental cost (up to 25% of the cost of an eligible replacement vehicle/equipment) of a newer, cleaner medium- or heavy-duty vehicle, powered by an engine certified to the 2013 model year or newer standards for highway heavy-duty engines, that is particulate filter equipped (or catalyst equipped in the case of a compressed natural gas (CNG) engine), and meets regulatory requirements for vehicles or equipment manufactured in 2011 or later. The applicants are responsible for cost-sharing at least 75% of an eligible replacement vehicle or piece of equipment.
- iii. **Electric Generator Replacement:** For stationary or auxiliary diesel-powered electric generator (genset), replacement means the removal of the entire genset and its replacement with a newer, cleaner genset.
- iv. **Electric Generator Repower:** For a repower that involves the replacement of an existing diesel propulsion engine with a stationary or auxiliary diesel powered electric generator (genset), the electric generator and the newer, cleaner engine comprising the genset are both eligible costs of the repower, subject to the cost-share requirement defined above. Repower of an existing genset involves replacing the existing diesel engine in the genset with a newer, cleaner engine. Only the newer, cleaner engine (labor and equipment) is an eligible cost of the repower. This funding can cover the incremental cost of a newer, cleaner vehicle or piece of equipment powered by a 2013 model year or newer certified non-road engine, up to 25% of the cost of an eligible replacement vehicle/equipment.
- v. **Replacement/Repower Criteria:** Repower projects are eligible for funding on the condition that the following criteria are satisfied:
 - 1) The replacement or repowered vehicle, engine or equipment must continue to perform the same function as before the repower.
 - 2) The replacement vehicle or engine must be of similar horsepower as the engine being replaced.
 - 3) Horsepower increases of more than 10 percent will require specific approval by the Department prior to purchase.
- vi. **Replacement/Repower Scrappage:** The purchase of new engines to expand a fleet is not covered by this program. Evidence of appropriate disposal (such as a photograph of the scrapped engine), including the engine serial number, is required in a final assistance agreement report submitted to the Department. The Department shall conduct a site visit to view the engine that is proposed for replacement and approve the replacement prior to the engine being scrapped.
 - 1) **Replacement/Repower Non-road, Locomotive and Marine Engines:** The engine being replaced must be scrapped or rendered permanently disabled or returned to

- the original engine manufacturer for remanufacturing to the cleanest certified emission standard possible.
- 2) **Replacement/Repower Highway Engines:** The engine being replaced must be scrapped, rendered permanently disabled or returned to the original engine manufacturer for remanufacturing to MY 2007 or newer certified emission standards. Drilling a hole in the engine block and manifold is an acceptable scrapping method. Other methods may be considered and will require prior Department approval. If scrapped or salvaged engines are to be sold, program income requirements may apply.
- Early Attrition: Early vehicle replacements or repowers that would have occurred vii. through normal attrition are considered to be the result of normal fleet turnover and are not eligible for funding under this program. Normal attrition is generally defined as a repower that is scheduled to take place within 3 years of the project start date. Normal attrition is typically defined by the vehicle or fleet owner's budget plan, operating plan, standard procedures, or retirement schedule. For example, if a non-road fleet typically repowers its equipment after 20 years, a piece of equipment that is currently in its 18th or 19th year of service is not eligible for repower. A piece of equipment that is currently in its 17th year of service and has three years of useful life remaining (as defined by the fleet's repower schedule) is eligible for repower. Normal attrition does not include repowers that must occur due to a State or Local mandate. Proposals which include repowers must include a detailed discussion of the fleet owner's normal attrition/engine repower schedule and must explain how the proposed emission reductions are not a result of vehicle/equipment repowers that would have occurred through normal attrition/engine repower within three years of the project start date.
- g. Clean Alternative Fuel Conversions: Conventional, original equipment manufacturer (OEM) highway diesel vehicles and engines that are altered to operate on alternative fuels such as propane, natural gas, alcohol, or electricity are classified as aftermarket clean alternative fuel conversions. Clean alternative fuel conversions are accomplished by applying a certified or compliant alternative fuel conversion "kit" to an existing highway diesel engine. Funding can cover up to 40% of the cost (labor and equipment) of an eligible certified or compliant clean alternative fuel conversion; the applicants are responsible for cost-sharing at least 60% of the cost of an eligible clean alternative fuel conversion. Proposals for clean alternative fuel conversions should include a discussion of the availability of conversion systems and indicate the pre- and post-project emission standard levels of the engines in order to demonstrate that the conversion will result in an emissions benefit.

In the United States, all clean alternative fuel conversions (except pure battery electric) must meet applicable EPA standards pursuant to 40 CFR Parts 85 and 86. Lists of certified and compliant clean alternative fuel conversion systems, and additional guidance, can be found at www.epa.gov/otaq/consumer/fuels/altfuels/altfuels.htm. Vehicles operating in California must follow conversion rules issued by CARB.

Clean alternative fuel conversions must be "dedicated" or "mixed fuel", meaning the engine runs only on the alternative fuel, or uses a small amount of diesel mixed with the alternative fuel. Dedicated or mixed fuel engines do not have the ability to operate solely on diesel fuel. "Dual fuel" or "bi-fuel" conversions, meaning the engine can switch between fuel sources and still has the capability of running on 100% diesel, are not eligible for funding under this solicitation.

7. Funding Restrictions

If a submitted proposal includes the following ineligible activities, that portion of the proposal will be ineligible for funding and may render the entire proposal ineligible for funding.

a. **Restriction for Mandated Measures:** Pursuant to 42 U.S.C. 16132(d) (2), no funds awarded under this RFP shall be used to fund the costs of emission reductions that are mandated under federal law. The restriction applies when the mandate takes effect (the effective date) for any affected vehicles, engines or equipment. This restriction does not apply to a mandate in a State Implementation Plan approved by the Administrator under the Clean Air Act. Voluntary or elective emission reduction measures shall not be considered "mandated," regardless of whether the reductions are included in the State Implementation Plan.

Specifically, projects involving locomotives and marine engines will not be considered for funding under this RFP if the emission reductions proposed for funding are required by EPA's locomotive and marine rule, "Control of Emissions of Air Pollution from Locomotives and Marine Compression-Ignition Engines Less than 30 liters per Cylinder." Proposals which include locomotives and/or marine engines must include a clear and concise justification for why/how the proposed emission reduction are not subject to the Restriction for Mandated Measures under this RFP. The justification must clearly demonstrate that:

- i. the target locomotives and/or marine engines are exempt from the requirements of EPA's locomotive and marine rule; or
- ii. emission reductions funded with EPA funds will be implemented prior to the effective date of any applicable requirements under the rule; and/or
- iii. emission reductions funded with EPA funds will not be used to satisfy any applicable requirements under the rule, but instead are in excess of (above and beyond) those required by the applicable mandate.

Applicants must provide sufficient information to support the justification, including maintenance records, if applicable. The justification must also include a signed letter (Substantiation Letter) from the owner/operator of the subject locomotive(s) and/or marine engine(s) attesting to the accuracy of the information. This information should be included as an attachment to the proposal, and does not count towards the 10-page limit.

If applicable, emission reduction benefits shall only be calculated for the period preceding the effective date or compliance deadline.

- b. No funds awarded under this RFP shall be used for matching funds for other federal grants, lobbying, or intervention in federal regulatory or adjudicatory proceedings, and cannot be used to sue the Federal Government or any other government entity.
- c. No funds awarded under this RFP shall be used for retrofit technologies on EPA's or CARB's, "Formerly Verified Technologies" lists. EPA's formerly verified list can be found at: www.epa.gov/cleandiesel/verification/deleted-list.htm, and CARB's formerly verified lists can be found at: www.arb.ca.gov/diesel/verdev/vt/fv1.htm, and www.arb.ca.gov/diesel/verdev/vt/fv3.htm. No funds awarded under this RFP shall be used for technologies on EPA's De-listed Emerging Technologies list which can be found at: www.epa.gov/cleandiesel/verification/emerg-list.htm.
- d. No funds awarded under this RFP shall be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
- e. No funds awarded under this RFP shall be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other fuels.
- f. Low rolling resistance tires may be used with lower-weight aluminum wheels to further improve fuel savings; however, no funds awarded under this RFP shall be used for the purchase of aluminum wheels except where a fleet is retrofitting from standard dual tires to SmartWay-verified single-wide low rolling resistance tires. In this case, the cost of aluminum single-wide wheels would be acceptable as additional equipment necessary to use the SmartWay verified technology, as would the cost of steel or light weight steel single-wide wheels.
- g. No funds awarded under this RFP shall be used for the purchase of low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.
- h. No funds awarded under this RFP shall be used for the purchase of APUs or generators for vehicles with 2007 or newer certified engine configurations on long haul Class 8 vehicles.
- No funds awarded under this RFP shall be used to retrofit, repower, upgrade, convert or replace a bus, medium-duty, or heavy-duty highway vehicle that is a model year 1990 vehicle or older.
- j. With regard to medium and heavy-duty trucks and transit buses, no funds awarded under this RFP shall be used to retrofit model year 2007 or newer with DOCs or DPFs,

- or retrofit model year 2010 or newer with selective catalytic reduction (SCR), or replace model year 2004 or newer, or repower or convert model year 2007 or newer. Refer to Table 1 for further explanation.
- k. No funds awarded under this RFP shall be used to replace school buses model year 2004 or newer, or repower or convert school buses model year 2007 or newer, or retrofit school buses model year 2007 or newer with DOCs, CCVs, or DPFs. Refer to Table 2 for further explanation.
- 1. No funds awarded under this RFP shall be used to retrofit, repower, upgrade or replace a non-road engine or equipment that has less than seven years of useful life remaining. A table distinguishing which non-road engine model years EPA has determined to have at least seven years of useful life remaining, based on the type and age of vehicle, can be found at www.epa.gov/cleandiesel/documents/fy14-Non-road-remaining-useful-life.pdf.
- m. No funds awarded under this RFP shall be used to retrofit, repower, replace or upgrade non-road engines and equipment that operate less than 500 hours per year.
- n. No funds awarded under this RFP shall be used to repower or replace non-road Tier 0 (unregulated) engines to a non-road Tier 1 or lower non-road engine standard or from a Tier 2 non-road engine standard to a Tier 3 or lower non-road engine standard. Refer to Table 3 for further explanation.
- o. No funds awarded under this RFP shall be used to retrofit, repower, replace, upgrade or install idle reduction technologies on eligible locomotives or marine engines that operate less than 1,000 hours per year.
- p. No funds awarded under this RFP shall be used to retrofit unregulated or Tier 0 locomotives with SCR, or to upgrade, repower or replace locomotives from: Tier 0+/1 to Tier 0+ or lower; Tier 1+/2 to Tier 1+ or lower; Tier 2 to Tier 1+ or lower; or, from Tier 2+ to Tier 2+ or lower. Additionally, no funds awarded under this RFP shall be used upgrade, repower or replace line-haul locomotives from Tier 2 to Tier 4, or to upgrade, repower or replace line-haul locomotives from Tier 2+ to Tiers 3 and 4. Refer to Table 4 for further explanation.
- q. No funds awarded under this RFP shall be used to install Automatic Engine Start-Stop technologies on locomotives currently certified to Tier 0+ or higher.
- r. No funds awarded under this RFP shall be used for locomotive shore connection system projects that are expected to be utilized less than 1,000 hours/year.
- s. No funds awarded under this RFP shall be used to cover expenses incurred prior to the project period set forth in any assistance agreement resulting from this RFP. Additionally, expenses incurred prior to the project period set forth in any assistance agreement resulting from this RFP are not eligible as a cost-share for proposed projects.

Table 1: Medium and Heavy-Duty Trucks and Transit Buses Funding Restrictions

Current Engine Model Year	DOC	DPF	SCR	Replace with 2010 or Newer (Dray Only)	Replace with 2013 or Newer	Repower or Conversion of Engine to Higher Certification Level	Repower, Replacement or Conversion to All-Electric (Includes Dray)
1991-2003	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2004 to 2006	Yes	Yes	Yes	No	No	Yes	Yes
2007 to 2009	No	No	Yes	No	No	No	No
2010 to current	No	No	No	No	No	No	No

Table 2: School Bus Funding Restrictions

Current Engine Model Year	DOC	DOC + CCV	DPF	Replace with 2013 or Newer	Repower or Conversion of Engine to Higher Certification Level	Repower, Replacement or Conversion to All- Electric	
1991 to 2003	Yes	Yes	Yes	Yes	Yes	Yes	
2004 to 2006	Yes	Yes	Yes	No	Yes	Yes	
2007 to current	No	No	No	No	No	No	

Table 3: Non-road Engine Funding Restrictions

Command Empire Tion	Ammol Hoose (has har)	Repowered or Replaced New Certified Engine					
Current Engine Tier	Annual Usage (hrs./yr.)	Tier 0	Tier 1	Tier 2/3	Tier 4	All-Electric	
Tier 0 / 1	500 to 1,000	No	No	Yes	Yes	Yes	
Tiel U / I	>1,000	No	No	Yes	Yes	Yes	
Tier 2 / 3	500 to 1,000	No	No	No	Yes	Yes	
1101 2 / 3	>1,000	No	No	No	Yes	Yes	

Table 4: Locomotive Engines Funding Restrictions

Current Locomotive Tier	Annual Usage	New Locomotive Tier					Verified Exhaust
	Rate	Tier 0+	Tier 1+	Tier 2+	Tier 3	Tier 4	SCR
Unregulated	1,000 - 2,000	Yes	Yes	Yes	Yes	Yes	No
and Tier 0	2,000+	Yes	Yes	Yes	Yes	Yes	No
Tier 0+ and Tier 1	1,000 - 2,000	No	Yes	Yes	Yes	Yes	Yes
	2,000+	No	Yes	Yes	Yes	Yes	Yes
Tier 1+	1,000 - 2,000	No	No	Yes	Yes	Yes	Yes
TICL I	2,000+	No	No	Yes	Yes	Yes	Yes
Tier 2	1,000 - 2,000	No	No	Yes	Yes	Yes*	Yes
	2,000+	No	No	Yes	Yes	Yes*	Yes
Tier 2+	1,000 - 2,000	No	No	No	Yes*	Yes*	Yes
Tiel 2+	2,000+	No	No	No	Yes*	Yes*	Yes

^{*}Applies to switcher locomotives only.

Note: Tier 0+, Tier 1+, and Tier 2+. Tier 3 and Tier 4 represent locomotives manufactured or remanufactured under the more stringent Tier standards promulgated under the 2008 (current) locomotive and marine rule. Tier 0, Tier 1, and Tier 2 represent locomotives originally manufactured or remanufactured under the less stringent Tier standards promulgated in 1997.

B. TECHNICAL SPECIFICATIONS

The Offeror's proposal must be accompanied by a completed RFP Application, supplied to the Offeror electronically, and submitted with the RFP application package as APPENDIX D. The application **must** have all of the following sections of the application completely addressed for scoring purposes. Any section left blank will receive zero points for that section.

- **B.1 Narrative Discussion** Offerors must address all applicable fields, to include all applicable check boxes and drop-down menus, with respect to the applicant's organization. The offeror must also provide a brief summary that outlines the proposed project, address any environmentally friendly measures practiced and fuel type used.
- **B.2 Diesel Emission Impacts From Fleet(s)** Offerors must provide a summary discussing the impacts associated with diesel emissions from the proposed project fleet.
- **B.3 Proposed Technology, Emission and Fuel Reduction** Offerors **must** address all applicable fields with respect to the type of technology, the number of units proposed, and minimum number of years vehicles are retained in the fleet. The offeror must also provide the total lifetime emission reduction results anticipated for the project. The offeror must provide a summary discussing the life expectancy of the chosen technology. The Offeror must complete the Vehicle Information Spreadsheet, supplied electronically, and include it in the application package as APPENDIX E.

For early vehicle replacement projects only, the offeror must complete one Early Vehicle Replacement Form for each early vehicle replacement and submit it in the application package as APPENDIX F, the Offeror must provide the fleet's vehicle replacement policy/schedule as APPENDIX G. The Offeror must complete the Use of Funds Restrictions form, APPENDIX H, and include it in the application package.

- **B.4 General Questions** The offeror must provide a budget that outlines costs associated with the project, to include equipment purchased, other costs associated with the project, income generated from scrapping of any equipment, total project costs, any matching funds, and total funds requested. The offeror must also provide the total project cost effectiveness associated with the project. The total project cost effectiveness is calculated using the U.S. Environmental Protection Agency's Diesel Emissions Quantifier found at http://www.epa.gov/cleandiesel/diesel-emissions-quantifier-deq. The total project cost effectiveness is calculated using by summing the cost effectiveness for each pollutant.
- **B.5 Budget and Total Project Cost Effectiveness** The Offeror **must** provide a budget related to the project as proposed to include equipment and installation costs, other costs directly related to the project (if applicable), any funding anticipated from the scrappage of the old vehicle or engine associated with the project, the total project cost, matching funds, and total funds requested by the Offeror.
- **B.5 Programmatic Priorities -** The offeror **must** thoroughly complete the Programmatic Priorities section of the application by providing narratives, and addressing all applicable fields for the following:

- How does the project maximize public health benefits?
- How is the project most cost effective?
- Is the project in an area with a high population density, or a poor air quality area, is the project in an area that receives a disproportionate quantity of air pollution from diesel fleets?
- Does the project use certified engine configurations or verified technology and the expected useful life?
- Will the project conserve diesel fuel?

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX J. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX K) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Facto	rs – correspond to section IV.B and IV C	Points Available
В.	Technical Specifications	
B. 1.	Narrative Discussion	50
B. 2.	Diesel Emissions Impacts from Fleet	50
B. 3.	Proposed Technology, Emission and Fuel	50
Reduc	etion	
B. 4.	General Questions	50
B. 5.	Budget and Total Project Cost Effectiveness	350

B. 6. Programmatic Priorities	450
TOTAL	1,000 points
C.1. New Mexico Preference - Resident Vendor Points	
per Section IV B. 2	
C.2. New Mexico Preference - Resident Veterans	
Points per Section IV B.2	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Narrative Discussion (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response including but not limited to applicant's organization, target fleet, and project category.

2. B.2 Air Quality Impacts from Diesel Fleets (See Table 1)

Points will be awarded based upon an evaluation of the responses to the fleet description summary and the completion of the Fleet Information spreadsheet found in Appendix C. Lack of a response will be awarded zero (0) points.

3. B.3 Proposed Technology, Emission and Fuel Reduction (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response to include how the proposed project will reduce emissions and/or conserve fuel using the EPA Diesel Emission Quantifier.

4. B.4 General Questions

Points will be awarded based on the thoroughness and clarity of the response to questions asked in this section.

5. B.5 Budget and Total Project Cost Effectiveness

Points will be awarded on providing all necessary information with respect to the proposed project budget and total project cost effectiveness.

6. **B.6 Programmatic Priorities**

Points will be awarded based on the offeror's thoroughness in addressing all sections in the programmatic priorities.

7. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

8. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. C.6. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

C. EVALUATION PROCESS

- 1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
- 3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
- 4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL DERA Grant Funding Opportunity RFP # 16-667-15-26724 ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX K.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than December 7, 2015. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM:		
REPRESENTED BY:		
TITLE:	PHONE N	NO.:
E-MAIL:	FAX NO.	:
ADDRESS:		
CITY:	_ STATE:	ZIP CODE:
SIGNATURE:		_ DATE:

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Rita Bates, Procurement Manager DERA Grant Funding Opportunity RFP # 60-667-15-26724 State Purchasing Division 1100 St. Francis Dr. Room 2016 Santa Fe, NM 87505 Fax: 505-476-4375

E-mail: rita.bates@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:	· 	
Relation to Prospective Contractor:		
Name of Applicable Public Official:		
Date Contribution(s) Made:		
Amount(s) of Contribution(s)		
Nature of Contribution(s)		
Purpose of Contribution(s)		
(Attach extra pages if necessary)		
Signature	Date	
Title (position)		

	GREGATE TOTAL OVER TWO HUNDRED FIFTY an applicable public official by me, a family member or
Signature	Date
Title (Position)	

APPENDIX C SAMPLE CONTRACT

APPENDIX C SAMPLE GRANT CONTRACT

AIR QUALITY BUREAU NEW MEXICO CLEAN DIESEL GRANT PROGRAM THE <INSERT NAME> DIESEL PROJECT # NM-DERA 60-667-15-26724 GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the New Mexico Environment Department ("NMED") and the <Insert Name> ("GRANTEE").

WHEREAS, the New Mexico Legislature has enacted the Air Quality Control Act, NMSA 1978, §§ 74-2-1 to -17;

WHEREAS, Section 74-2-5.1(F) of the Air Quality Control Act authorizes NMED to accept, receive and administer grants from the federal government;

WHEREAS, NMED received a one-time Diesel Emissions Reduction Act ("DERA") federal grant from the U.S. Environmental Protection Agency ("EPA") for the purpose of reducing diesel engine emissions;

WHEREAS, this Agreement is exempt from the provisions of the Procurement Code in accordance with NMSA 1978, § 13-1-98A;

WHEREAS, based upon the criteria established within the scope of work of the Agreement, the GRANTEE has a qualified program for the diesel emissions reduction retrofit project;

WHEREAS, the GRANTEE has agreed to use the grant funds for early vehicle(s) replacements in order to reduce emissions generated from diesel-fueled on and off road vehicles;

WHEREAS, both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations of this Agreement, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to Section 74-2-5.1(F) of the Air Quality Control Act and Section 74-1-6 of the Environmental Improvement Act, NMED grants funds in the amount of **Enter Dollar Amount Here>** (\$XXX,XXX.XX) to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description, attached as "Exhibit A". Such funds shall be paid as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERMS OF AGREEMENT

This Agreement shall become effective upon execution by the Secretary of Environment or his delegated representative and shall expire on September 30, 2016 if not earlier terminated as provided in Article 17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment or his delegated representative.

If it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in the preceding paragraph, the GRANTEE shall so notify NMED in writing. NMED shall, at its sole discretion, determine whether there is need or sufficient justification to amend this Agreement or withdraw the unencumbered amount of the grant.

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The GRANTEE agrees to abide by the following:

- A. None of the grant funds shall be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.
- B. NMED shall reimburse GRANTEE for incurred expenditures as described in Article 10 and only if incurred after the effective date of this Agreement.
- C. This grant award is funded by a DERA federal grant from the EPA. The GRANTEE is a sub-recipient of the EPA DERA grant. The GRANTEE agrees to comply with all applicable requirements imposed by EPA as conditions of the DERA grant funds to NMED. Disbursement of grant funds is expressly contingent upon the GRANTEE's agreement that it shall fully comply with the requirements specified by the EPA and NMED. If the GRANTEE fails to satisfy any applicable requirements, the GRANTEE may be required to refund any DERA funds disbursed to the GRANTEE by NMED.

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the project may exceed **\$XXX,XXX.XX**. The GRANTEE shall contribute the amount of the difference between the total cost of the grants funds under this Agreement and the total cost of the project through alternate funding sources including but not limited to matching funds secured by GRANTEE from another source, or the scope of work (Article 5) shall be reduced, pursuant to NMED's right of prior approval as provided in Article 5(B) of this Agreement.

ARTICLE 5 SCOPE OF WORK

A. The GRANTEE agrees to implement, in all respects, the project outlined in the Project Description, attached as "Exhibit A", the Budget, attached as "Exhibit B", the Work Plan and Schedule, attached as "Exhibit C". GRANTEE agrees to expend grant funds under this Agreement in accordance with Exhibit B, Budget.

- B. The GRANTEE agrees to make no change in Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the required change, and (ii) amending this Agreement if necessary pursuant to Article 16, including changing the amount of the grant award.
- C. The GRANTEE agrees to submit a detailed final report to NMED. The final report shall include a summary of the project or activity, description of advances achieved and costs of the project or activity. The final report shall discuss the problems, successes and lessons learned from the project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere. The final report shall be submitted to NMED by October 30, 2016.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this Agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED. Payment by NMED may be withheld if any of these procedures are not followed by the GRANTEE.

- A. The GRANTEE shall submit copies of all executed contracts that the GRANTEE entered into prior to this Agreement that are related to this project to NMED for review and, if applicable, approval.
- B. Any pre-existing agreements for professional services that the GRANTEE proposes for use on the project shall be submitted to NMED for approval prior to any performance or expenditure.
- C. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED's representative (Article 22) for written approval prior to implementation of such modification or change. NMED's decision shall be rendered in a timely manner in writing to the GRANTEE. In cases necessitating immediate action, a verbal decision shall be rendered by NMED and shall be followed by written notification to the GRANTEE.
- D. Notwithstanding those inspections performed by the GRANTEE and its representatives, NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans, but shall be in the nature of general NMED review as described in Article 7.
- E. The GRANTEE shall submit requests for reimbursement payments in a timely manner and in accordance with Article 9. GRANTEE payment requests and supporting documentation shall be submitted during the same fiscal year as the costs are incurred. Fiscal year is defined as from July 1 to June 30.
- F. NMED may require proof of deposit and/or applicable proof of payment to contractors and consultant, including the disbursement of other funds. The grant funds shall not be used for the purchase of used equipment.

G. The project shall not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are only for purposes of compliance with applicable state grant requirements, procedures, and regulations. NMED approval shall not be interpreted as any warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the project means only that the submitted plans are complete and in compliance with applicable state grant requirements, procedures, and regulations. The GRANTEE and its contractors and consultants shall be responsible for the completion and success of the project. Approval by NMED does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of design, or compliance with applicable regulations.

ARTICLE 8 OPERATION AND MAINTENANCE

The GRANTEE shall be responsible for all operation and maintenance of the project, after completion and acceptance.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

- For satisfactory performance of all work and services required under the terms of this Α. Agreement, NMED shall reimburse the GRANTEE upon receipt of payment requests for actual costs incurred, up to the limit set forth in Article 1. A transmittal letter is required with every payment request for reimbursement. Payment requests shall be certified by the GRANTEE authenticating that the requests accurately reflect work completed, amount due, remaining Agreement balance, and NMED Clean Diesel Grant Project Number. Payment requests shall include expenditures to date by approved budget category (Exhibit B). All expenses shall be actual rather than estimated and shall be listed on the payment request as charged. Actual invoices, receipts, or paid vouchers shall be attached to the payment request. The proper signatory authority, as designated in Article 23, shall sign all payment requests. NMED shall reimburse only those expenses that NMED, at its sole discretion, determines are properly documented eligible costs under Article 10 and within the approved scope of work as described in Exhibit A. Incomplete submittals shall be returned to the GRANTEE for corrections. NMED shall not reimburse the GRANTEE for any costs incurred prior to the full execution of this Agreement and obligation of federal funding, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. The GRANTEE may submit payment requests for reimbursement at its discretion during the term of this Agreement, but not more than once in any thirty (30) day period.
- B. When multiple funding sources are used to complete this project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.
- C. Any portion of funds which remains unexpended after all conditions of this Agreement have been satisfied shall revert to the NMED Air Quality Bureau.

- D. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.
- E. Notwithstanding the other provisions of this Article, five percent (5%) of the total grant amount may be withheld by NMED until the project is substantially complete. Such retainage may be held by NMED pending the final project inspection, submission by the GRANTEE of a final report, and acceptance, which shall be performed promptly and the results of which conveyed to the GRANTEE in writing where deficiencies have been noted. The project shall not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.
- F. Upon completion of the project, final payment shall be made after the final inspection has been conducted by NMED and where the GRANTEE has contracted or subcontracted with others, the following, unless waived by NMED, have been reviewed and approved by NMED:
- 1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority.
- 2. A certification of project acceptance, prepared by the GRANTEE, stating that work has been satisfactorily completed and all contractors have fulfilled all of the obligations required under the contract documents with the GRANTEE.
- 3. If applicable, certification letter by the GRANTEE that the Labor Standards Contract Provisions have been met.
- 4. Complete and legally effective release or waivers (satisfactory to the GRANTEE), of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu of, and as approved by the GRANTEE, contractor(s) may furnish receipt or releases in full, and releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the GRANTEE or its property might in any way be responsible, have been paid or otherwise satisfied.
 - 5. A written consent of the surety, if any, to final payment.
- 6. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.
 - 7. A final report that shall include, but is not limited to, the following items:
- a. A narrative description of the project including photographs before the project commenced and after the project was completed.
- b. A list of all major equipment and their cost purchased under the terms of this Agreement.
- c. A narrative description and photographs of all projects that partially or completely were funded under the terms of this Agreement.
 - d. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

- A. The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement as defined in Exhibit A. GRANTEE shall justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.
- B. Unallowable costs include but are not limited to: costs of preparing grant applications, costs of GRANTEE employees not directly employed for the project, late fees, interest or penalties and in accordance with OMB Circular A-87.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

- A. The GRANTEE shall maintain books, records, documents, and other evidence sufficient to reflect the costs incurred in the performance of this Agreement. The project site and GRANTEE facilities that are in any part the subject of this Agreement, including all books, records, documents, ledgers, and other evidence required by this Article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the agreement period and for a period of six (6) years from date of final payment. If, upon expiration or termination of this Agreement, questions exist concerning proper expenditure of funds, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this Agreement until such questions are settled and the GRANTEE has received written notice to that effect from NMED. All contracts let by the GRANTEE and costs that are to be claimed for reimbursements shall be the substance of this record/audit and inspection clause.
- B. Additional Audit and Inspector General Reviews: <u>In accordance with the access to records</u> provisions of 2 CFR 215.53 or 40 CFR 31.42, the GRANTEE agrees to allow any appropriate representative of the Office of Inspector General to:
- 1. Examine any records of the GRANTEE, contractors and subcontractors, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract or subcontract; and
- 2. Interview any officer or employee of the GRANTEE, contractor, subcontractor, or agency regarding such transactions.
- 3. Nothing in this Article shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

C. GRANTEE further agrees to abide by the following:

1. Allow access by the U.S. Government Accountability Office Comptroller General and his representatives to examine any records of the GRANTEE or any of the GRANTEE'S

subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, this Agreement or subcontract; and

- 2. Allow the Comptroller General and his representatives to interview any officer or employee of the GRANTEE or any of the GRANTEE'S subcontractors, or of any State or local government agency administering the Agreement, regarding such transactions.
- 3. Nothing in this Article shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.
- D. The GRANTEE agrees to maintain documentation and records that support all information submitted to NMED for federal reporting purposes.
- E. The GRANTEE is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.
- F. The GRANTEE agrees that it shall include in any contract agreement pertaining to this Agreement an affirmative obligation upon any contractor to comply with and submit to all of the additional audit requirements specified herein.

ARTICLE 13 CERTIFICATION

The GRANTEE gives assurance and certifies, by signing this Agreement that:

- A. The GRANTEE possesses legal authority to make application for these funds and to execute this Agreement.
- B. If applicable, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this agreement. The official resolution identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The person(s) with signatory authority for the GRANTEE pursuant to the official resolution are listed in Article 23 of this Agreement. The GRANTEE shall submit a copy of the official resolution to NMED when the GRANTEE returns the signed Agreement.
- C. The GRANTEE shall provide all necessary qualified personnel, material, and facilities to implement the project described in this Agreement.
- D. The GRANTEE shall comply with federal, state and local regulations, policies, guidelines and any other legal requirements with respect to the acceptance and use of funds for this project.
- E. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project assisted under this

Agreement. The GRANTEE shall incorporate in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE covenants that it shall take affirmative action to ensure that the project shall be conducted in conformance with federal and state laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to project sites and shall not be impeded in any way from performance of their duties. These provisions will be included in any contract entered into by the GRANTEE and its contractors.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this Agreement. If GRANTEE is not in compliance with these requirements during the life of this Agreement, GRANTEE agrees to take appropriate steps to correct any deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire and exclusive agreement between the GRANTEE and NMED with respect to the project. This Agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this Agreement if the amendment is in writing and signed by both parties.

ARTICLE 17 TERMINATION

NMED shall have the right to terminate this Agreement if at any time in the judgment of NMED the terms of the Agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This Agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, for missing mutually agreed upon deliverable work plan dates, or any other reason as determined by NMED. Upon termination, NMED may demand a refund of all or part of the funds disbursed to GRANTEE. Any termination shall be in writing and is effective upon receipt of the written notice by the GRANTEE or as determined by NMED in the termination letter. Such termination will be effected by sending written a notice to the GRANTEE. The GRANTEE shall accept as final NMED's decision as to terminate the contract.

ARTICLE 18 GENERAL: LIABILITY

As between NMED and the GRANTEE, each party shall be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Agreement, subject in all instances relating to governmental entities, including the state of New Mexico, to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30.

ARTICLE 19 AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature, or the Congress of the United States, this Agreement shall terminate upon written notice given by NMED to the GRANTEE. NMED is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by EPA, encumbered, and approved for expenditure by NMED. NMED's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

ARTICLE 20 NOTICE

The GRANTEE shall give notice to all contractors that the Procurement Code, NMSA 1978, §§ 13-1-28 to -199, imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

ARTICLE 21 SEVERABILITY

NMED REPRESENTATIVE(s)

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 22 NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

Name: Phone: Email: Name: Phone Email Address: NMED SIGNATORY AUTHORITY(s) Name: Secretary Phone: Name: Chief Financial Officer Phone: Address:

ARTICLE 23 GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s).

GRANTEE REP	RESENTATIVE(s)	
Name:	Phone:	E-mail:
Address:		
GRANTEE SIGN	ATORY AUTHORITY(s)	1
Name:	Phone:	E-mail:
Address:		
GRANTEE RESI	PONSIBLE FINANCIAL (<u>OFFICER</u>
Name:	Phone:	E-mail:
Address:		

In witness whereof, the parties have set their hands and seal the day and year set forth below.

New Mexico State Purchasing Division:		
<pre><designated official=""></designated></pre>	Date	
GRANTEE SIGNATORY AUTHORITY(s):		
<pre><designated official=""></designated></pre>	Date	
GRANTEE RESPONSIBLE FINANCIAL OFFICER:		
<designated official=""></designated>	Date	
NMED:		
Cabinet Secretary	Date	
NMED:		
Chief Financial Officer	Date	
NMED: Reviewed for legal sufficiency:		
General Counsel	Date	

APPEDIX D

NEW MEXICO CLEAN DIESEL RFP APPLICATION

The New Mexico Clean Diesel Application will be supplied electronically and must be submitted with the RFP application as Appendix D.



APPENDIX E FLEET INFORMATION EXCEL SPREADSHEET

The Fleet Information Excel Spread Sheet is provided electronically with the RFP and the Offeror must submit the spreadsheet with the RFP application package as Appendix E.



APPENDIX F EARLY VEHICLE REPLACEMENT INFORMATION FORM

The Offeror must complete, and submit with RFP application package, one early vehicle replacement form for each early vehicle replacement project.

Sample information form

☑ On-Road ☐ Off-Rod	Model Year 2004	Vehicle Make Blue Duck		
Engine HP 1500	Engine Model Kat	Engine Model Year 2003		
Engine Model Number	VIN 123MN45L678BB	Unit Number 1910		
98765BBB54132				
Current Mileage/Hrs. 75222 Miles	Expected remaining life of vehicle (3	Annual Mileage 10000		
	years minimum) 4			
Annual Fuel Consumption 2500		Please provide a summary of the fleet's replacement schedule. The school		
	district is required to keep school buses in service for a minimum of 15 years,			
	however, with current economic conditions, it isn't uncommon for the district			
	to extend the service life of the buses depending on the condition of the bus.			
	The bus can remain in service for an undetermined amount of time as a spare			
	bus.			



APPENDIX G VEHICLE REPLACEMENT POLICY/SCHEDULE

APPENDIX H

ACKNOWLEDGEMENT FOR THE USE OF FUND RESTRICTIONS

By checking the appropriate box, the Offeror has read and agrees to the restricted use of Diesel Emissions Reduction Act ("DERA") federal grant funds from the U.S. Environmental Protection for expenditures incurred for this project through September 30, 2016.

Use of	Use of Funds Restrictions				
Please a	Please acknowledge acceptance of conditions by checking the box adjacent to restrictions.				
	Normal Attrition: Recipient agrees that funds under this award cannot be used for emission reductions that result from vehicle/equipment replacement or repowers that would have occurred through normal attrition/fleet turnover within three years of the project start date.				
	Fleet Expansion: Recipient agrees that funds under this award cannot be used for the purchase of vehicles or equipment to expand a fleet. The recipient agrees that: The replacement vehicle, engine, or equipment will perform the same functions and operation as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines); The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g. a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower).				
	The vehicle/equipment being replaced will be scrapped or rendered permanently disabled within ninety (90) days of the replacement. Disabling engine may be completed by: drilling a hole in the engine block; or draining oil from the block and replacing it with a 40 percent solution of sodium silicate and running engine for a short period of time. Disabling the chassis may be completed by cutting the chassis in half. Vehicle components that are not part of the engine or chassis may be salvaged (e.g. plow blades, shovels, seats, etc.). If scrapped vehicles/equipment are to be sold, funds must be reverted back into the program.				

APPENDIX I SAMPLE APPLICATION

NEW MEXICO ENVIRONMENT DEPARTMENT

CLEAN DIESEL PROGRAM

Request for Proposals SAMPLE APPLICATION

Note: This document is intended to be an example to assist in the preparation of a grant proposal. It is not intended to be used verbatim, but rather to serve as a sample for eligible entities as they craft their individual proposals. Each section has an assigned point value which is indicted in parenthesis.

New Mexico Clean Diesel Program				
	Request For Proposals			
Organization Name	Windy City			
Mailing Address	4321 Lost Dirt Road, Windy City, NM 87000			
Physical Address	1234 Wash Board Rd, Windy City, NM 87000			
County	Dusty			
Project Manager	Jon Smith			
Phone	555-466-1234			
Fax	555-466-4321			
Email	jsmith@windycity.org			
Date	7-7-2015			
Project Type	Exhaust Emission Retrofit			
Number of Vehicles/Equipment	65			
Total Funding Requested	\$216,750			
Total Project Cost	\$270,000			
Project Period	Date of award through 9-30-2016			
Authorized Signature	Date			

В.	1.Narrative D	iscussion	(50 points)
(a) To (a) had	Applicant's	Organization	
Organization Type: Public [Private Non	profit	
Number of Employees 100	Vehicle Type(s) On and off road		Number of Vehicles 66
Target Fleet Bus - School Cit	y/County Fleet	Vehicle Class	Size 6 Off-road
Project Category - Select all t ☐ Retrofit ☐ Idle Reduction ☐ Engine Replacement ☐ O	Vehicle Replac	cement En	gine Repower
fuel for the off-road equipmen entire fleet of school buses wit will be U.S. Environmental Pr replacement will only use a ve diesel-fueled vehicles.	-fueled skid loader t. The city will part th DOCs and one ea otection Agency (E hicle that meets the	s with diesel of ther with the larry replaceme (PA) verified	fleet of class 6 snow removal oxidation catalysts and utilize ULSD ocal school district to retrofit the ent school bus. Retrofit equipment technologies. The early vehicle emission standards for heavy-duty
Environmentally Friendly Mea Idle Reduction Policy	sures Practiced	Fuel Bio D	iesel
Please provide a summary disc The fleets consists of multiple School buses are a significant aggravate asthma. Studies hav pollutants far above the local a exhaust zone of the idling buse a half each day. They, as well a	vessing the impacts vehicles, school but contributor of air to be shown that stude verage. In addition is 8000 students rich the 7000 student I levels of diesel pa	associated wi uses, snowplow exics and diesents riding sche, children wai de our school s who are in the	ws and off-road equipment.
A second source of high diesel Because we are located in a snannually, which means that our long snow season.	emissions in Wind ow belt, we receive r snow removal true	over 350 incl cks are in near	
city needs. These skid loaders	nave older engines to limit the amount	and are high o	emitters of pollution. leavy-duty diesel fuel trucks are
anowed to idie within the city i	mins and the also t		esei iuei.

New Mexico Clean Diesel Program DERA Grant Funding Opportunity Request for Proposals Sample Application

3

B.3 Proposed Technology, Emission and Fuel Reduction (50 points total)

Will the project as proposed use EPA/CARB certified engine/vehicle replacement configurations or verified technologies? Yes 60 Diesel Oxidation Catlyst 4 Diesel Oxidation Catalyst + ULSD (for Nonroad only) 1 Vehicle/Equipment Replacement

Other: Click here to enter text.

	Total Li	fetime Emission	Reduction Result	ts (tons) ¹	
Pollutant	NO_x	PM _{2.5}	HC	CO	CO_2
Amount Reduced	1.953	7.508	16.173	81.422	0

Average age of fleet year(s) 9 Expected life of emission controls years 9 Minimum years vehicles retained in fleet 15

Please provide a summary discussing the life expectancy of the chosen technology and life expectancy of the fleet. The school districts keeps vehicles in its fleet for a minimum of 15 years. The expected life span for the DOCS will be 6 and for the early vehicle replacement will be a minimum of 15 years. However, due to current economic conditions, it is likely that these vehicles will remain in the fleet for and extended amount of time.

All Offerors **must** complete the supplied, electronic, Vehicle Information Spreadsheet and attach it to the RFP application package as APPENDIX E

For early vehicle replacement projects only:

The Offeror **must** complete one Early Vehicle Replacement Form (APPEDIX F) for each vehicle and submit the form with the RFP .

The Offeror **must** provide a copy of the fleet's vehicle replacement policy/schedule must be included as APPENDIX G^2 .

Offeror agrees that funds under this award cannot be used for emission reductions that result from vehicle/equipment replacement or repowers that would have occurred through normal attrition/fleet turnover² within three years of the project start date. The Offeror **must** complete the **Use of Funds Restrictions** and attach the form to the RFP application package as APPENDIX H.

- 1 Emission can be estimated by using the EPA Diesel Emissions Quantifier found at http://www.epa.gov/cleandiesel/diesel-emissions-quantifier-deq.
- 2 Early Attrition: Replacements that would have occurred through normal attrition are considered to be the result of normal fleet turnover and are not eligible for funding under this program. Normal attrition is generally defined as a replacement that is scheduled to take place within 3 years of the project start date. Normal attrition is typically defined by the vehicle or fleet owner's budget plan, operating plan, standard procedures, or retirement schedule. For example, if a school bus fleet typically retires vehicles after 20 years, a bus that is currently in its 18th or 19th year of service is not eligible for replacement. A bus that is currently in its 17th year of service and has three years of useful life remaining (as defined by the fleet's retirement schedule) is eligible for replacement. Normal attrition does not include replacements that must occur due to a State or Local mandate.

New Mexico Clean Diesel Program DERA Grant Funding Opportunity Request for Proposals Sample Application 4

B.4 General Questions (50 points)		
Is the technology chosen most appropriate for	your fleet? Yes	
Check all that apply:	The second secon	
☐ Cost effective ☐ Availability ☐ Ease o	f installation Maintenance Durability	
	r a minimum of 15 years, possibly more depending	
on the economic status of the fleet at that time.		
Are there provisions for monitoring and verif	ication of the project? Yes	
Check all that apply.		
Copies of: Invoice(s) Purchase Order		
⊠Fleet Vehicle Replacement Schedule		
☑ Documentation by Photographs ☐ Other, please explain		
, , , , , , , , , , , , , , , , , , , ,		
Other: Click here to enter text.		
Are there project partners? Yes		
What are their roles? Project partners will include	e the local school district and the city fleet	
	ow the selected vendor access to the fleets vehicles	
described below and provide the necessary report	s. There will not be any leveraged resources for	
this project.		
Provide a summary on the sustainability of the	e project beyond the assistance agreement	
period.		
Windy City will continue to seek funding opportu	unities for the reduction of diesel exhaust	
emissions within the city.		
B.5 Budget & Total Project Cost Effectiveness (350 points)		
Budget (50 Points)		
Equipment costs (include installations)		
65 DOCs @ \$3,000	\$195,000	
1 2015 school bus @ \$75,000	\$75,000	
Total	\$270,000	
Other costs directly related to the project	\$0	
Scrap value of equipment/engine	\$3,000	
Total project cost ¹	\$267,000	
Matching funds	\$0	
Total funds requested	\$216,750	
Total Project Cost Effectiveness (300 points)		
Total Project Cost Effectiveness ²	\$1,291,794	
1 -Total project cost equals cost minus scrap value.		
2 - Total project cost effectiveness is calculated using the EPA Diesel Emissions Quantifier found		

New Mexico Clean Diesel Program DERA Grant Funding Opportunity Request for Proposals Sample Application 5

at http://www.epa.gov/cleandiesel/diesel-emissions-quantifier-deq. The total project cost effectiveness is the sum of cost effectiveness for each pollutant.

that there is an increase of resperatory cases admitted into the local hospital. Windy City is the largest city in Dusty County, it has an estimated population of 50,000.

Is the project in an area that receives a disproportionate quantity of air pollution from diesel fleets, including truck stops, ports, rail yards, terminals and distribution centers?

Yes, Windy City, the largest city in Dusty County, is disproportionately impacted by emissions from heavy-duty diesel-fueled vehicles. New Mexico is a freight bridge state. Windy City is bisected by two major interstate highways that have a high volume of truck traffic, approximately 20,000 trucks per day. In order to service this volume of trucks per day a large truck stop is located at the intersection of the interstate highways. During the winter, the 250 truck parking spots are filled over night with the majority of the trucks idling to keep the occupants warm. It is also not uncommon to find trucks parked on the on/off ramps overnight idling their engines when the truck stop is full. Also, during the winter months the fleet of 30 snow removal vehicles are almost in constant use. Windy City's fleet primarily consists of diesel-fueled vehicles that are used to service the city's needs on a daily basis. Combine the above mentioned with the school bus fleet and the increased popularity of personal diesel-fueled vehicles. There is a large sector of residents that can be considered economically disadvantaged that are forced reside near and adjacent to these areas that are heavily impacted by diesel emissions due the cost of housing.

Sources of Diesel Emissions: Interstate/Highways Truck Stop Other

Other: Windy City has a fleet of 30 snow removal trucks. The city is located in a snow belt that receives over 350 inches (almost 30 feet!) of snow annually. Snow removal trucks are in near-constant use during the six month-long snow season.

Does this project include a certified engine configuration or verified technology that has a long expected useful life?

Only EPA/ARB verified/certified technologies will be deployed on the project fleets. DOCs and certified engine configurations that meet the most current emissions stadards will be used These technologies have been deployed on numerous projects throughout the country. They have proven to be reliable and effective emission reduction technologies. The life expectancy for DOCs is 8-10 years and the new vehicle will be kept in service for a minimum of 15 years.

Does this project conserve diesel fuel? \square Yes \boxtimes No Please explain.

While there will be no gain in fuel economy with the use DOCs, there will be not be any associated fuel penalties. There is the potential for fuel conservation with the new vehicle, however, what the fleet has found is that unit needs to be in service for a substantial time be for any determination can be made with respect to fuel consumption.

New Mexico Clean Diesel Program DERA Grant Funding Opportunity Request for Proposals Sample Application 7

B.6 Programmatic Priorities (450 points)

(Please provide a narrative description for each question below.)

Please provide a brief discussion the project Maximize public health benefits?

5The Windy City project reduces human exposures from diesel exhaust especially those most susceptible to include children, elderly, and those with chronic respiratory conditions by retrofitting the entire school bus fleet and the entire fleet of snow plows, thus reducing exposures with immediate and long term health benefits.

Please provide a brief discussion on the project's cost effectiveness.

DOCs are a cost effective way to remove PM, HC and CO from diesel exhaust from large fleets. Cost effectiveness is influenced by such factors as vehicle age, remaining vehicle life, vehicle usage and cost. The EPA Diesel Emissions Quantifier was used to determine the most cost effective options for retrofitting the fleets included in this project. While cost effectiveness was one of the key factors in considering what retrofit technology was to be used, other factors that were taken into consideration included whether the technology was readily available, the complexity of installation, required maintenance, and durability. The best option was to install, DOCs on the fleets. The early vehicle replacement project will consist of taking one older school bus out of service that has four years remaining life of service in the school bus fleet and replacing it with one newer school bus that meets the most current emission standards.

The new replacement bus will be in service for a minimum of 15 years as a main bus and can remain an undetermined amount of time as a spare bus. Heavy-duty diesel-fuel vehicles must meet the most current emission standards set by the EPA. These standards provide a 98 percent reduction in particulate matter and oxides of nitrogen for the lifetime of the vehicle.

Is the project in an area with high population density or a poor air quality area (including nonattainment or maintenance of national ambient air quality standards for criteria pollutants, Federal Class I areas, or areas with toxic air pollutant concerns)? Check all that apply.

Approximate Po	opulation Density 30,000
☐ Attainment	⊠ Non-Attainment □ Maintenance □ Not Sure
	cent to a Class I area \boxtimes Major source of air emissions (i.e. power generation, oil ion, major manufacturing) \square Toxic air pollutants
Please provide	a discussion describing the air quality and associated impacts from emission

Windy City, the largest community in Dusty County, has poor air quality. The county has been in severe non-attainment for the National Ambient Air Quality Standards for particulate matter 2.5 (PM2.5), a criteria pollutant, imposed by the federal Clean Air Act for the last five years. There is one Class I area located in Dusty County within close proximity to Windy City. A 2500 megawatt coal-fired power plant is located in Dusty County. During the winter months a large part of the population within Dusty County, to include residents of Windy City, utilize firewood for heat. During the winter months, inversions trap these air emissions, thus increasing the exposure of the residents of Windy City to their harmfull effects. During these inversions it has been documented

New Mexico Clean Diesel Program DERA Grant Funding Opportunity Request for Proposals Sample Application

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APPENDIX J

Letter of Transmittal Form

RFP#:
Offeror Name: FED ID#
Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL
RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!
1. Identity (Name) and Mailing Address of the submitting organization:
2. For the person authorized by the organization to contractually obligate on behalf of this Offer: Name
Title
E-Mail Address
Telephone Number
3. For the person authorized by the organization to negotiate on behalf of this Offer: Name
Title
E-Mail Address
Telephone Number
4. For the person authorized by the organization to clarify/respond to queries regarding this Offer: Name
Title
E-Mail Address
Telephone Number
 5. Use of Sub-Contractors (Select one) No sub-contractors will be used in the performance of any resultant contract OR The following sub-contractors will be used in the performance of any resultant contract:
(Attach extra sheets, as needed)
6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
(Attach extra sheets, as needed)
 7 On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1. I concur that submission of our proposal constitutes acceptance of the Evaluation Factors containe
in Section V of this RFP.
I acknowledge receipt of any and all amendments to this RFP.
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX K RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).
application of the resident veterans' preference to this procurement:
Please check one box only
\Box I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
□ I declare under penalty of perjury that my business prior year revenue starting January 1ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate: "In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be. "I understand that knowingly giving false or misleading information on this report constitutes a crime."
I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.
(Signature of Business Representative)* (Date)
*Mark be an order sized signer for the Dusiness The appropriate made in sheeting the bound six the bound size of the bou

^{*}Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.